

Panaji, 15th April, 1982 (Chaitra 25, 1904)

SERIES II No. 3

OFFICIAL GAZETTE



GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN AND DIU

Planning Department

Order

No. 4-19-75/PLG-Vol. I

Read: — Order No. 4-19-75/PLG-Vol. I dated 14-10-81.

The ad-hoc appointment of the following Group 'A' Gazetted Officers from the Common Statistical Cadre is continued further for a period from 1-10-81 to 30-9-82 or till the posts are filled on regular basis whichever is earlier.

1. Shri H. K. Ravinder — Deputy Director.
2. Shri S. S. Kolvekar — Deputy Director.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. D. Vengurlekar, Planning Officer.

Panaji, 8th April, 1982.

Revenue Department

Notification

No. 22/185/81-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. For construction of Minor Irrigation Tank at Amthane, Bicholim.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act,

Local Administration and Welfare Department

Notification

No. 4-1-79-LAWD-TCP

The Government is hereby pleased to extend the period for submitting report of the findings of the Committee constituted under Notification of even number dated 7-9-81 to study the aspect of shifting of Railway yard at Sanvordem/Churchorem, by another six months with effect from 8-3-1982.

By order and in the name of the Administrator of Goa, Daman & Diu.

Alexandre Pereira, Under Secretary (Revenue).

Panaji, 1st April, 1982.

be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Land Acquisition Officer, P. W. D. (CELL), Panaji to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Land Acquisition Officer, P.W.D. (CELL), Panaji.
3. The Executive Engineer, Minor Irrigation North, Work Division V, P.W.D., Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Land Acquisition Officer, P.W.D. (CELL), Panaji, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Bicholim	Dhumacem	22	1(Part)	Mahabaleshvar Jewaji. Mencurkar Shenvi.	150.00
			21	1(Part)	Francis Luis Filipe D'Sa.	500.00
			22	1(Part)	Comunidade of Dhumacem.	52975.00

1	2	3	4	5	6	7
Bicholim	Dhumacem	19	1	Mahabaleshvar Jewaji. Shenvi Mencurkar.		725.00
		19	2	— do —		150.00
		19	3(Part)	— do —		725.00
		19	4	— do —		300.00
		19	5	— do —		275.00
		19	6	— do —		850.00
		19	7	— do —		450.00
		17	1(Part)	— do —		21325.00
		18	1	— do —		125.00
		18	2	— do —		160.00
		18	3	— do —		230.00
		18	4	— do —		180.00
		18	5	— do —		250.00
		18	6	— do —		225.00
		18	7	Mahabaleshvar Jewaji Shenvi Mencurkar.		260.00
		18	8	— do —		1100.00
		19	9	— do —		540.00
		18	10	— do —		210.00
		18	11	— do —		350.00
		18	12	— do —		310.00
		18	13	— do —		275.00
		18	14	— do —		1250.00
		16	1(Part)	Comunidade of Dhumacem.		825.00
<i>Boundaries:</i>						
North: Survey No. 20, 21 & 22.						
South: Village Latambarcem.						
East: Survey No. 16 & 17.						
West: Survey No. 22.						
Bicholim	Latambarcem	748	1(Part)	Vijayrao Babasaheb Rane.		30500.00
		748	3	— do —		1250.00
		663	1(Part)	1. Dhaktu Vishnu Gaonkar. 2. Ganesh Zilu Gaonkar. 3. Kusta Rama Gaonkar. 4. Sakharam Vassu Gaonkar. 5. Anant Shankar Gaonkar.		27.00
		669	1	1. Dhaktu Vishnu Gaonkar. 2. Ganesh Zilu Gaonkar. 3. Kusta Rama Gaonkar. 4. Sakharam Vassu Gaonkar. 5. Anant Shankar Gaonkar.		5200.00
		667	1(Part)	Vijayrao Babasaheb Rane.		28000.00
		664	1(Part)	Vamanrao Nanasaheb Rane.		5250.00
		749	1(Part)	Fhathosing Shripadrao Rane. Tarabai Pandurangrao Rane. Prabahvatibai Kakasaheb Rane.		78000.00
		749	2	Fathesing Kakashheb Rane.		4550.00
		749	3	Prassanalaximi Shripadrao Rane.		9825.00
		746	1	1. Prabhavati Kakasaheb Rane. 2. Chandrarao Kakasaheb Rane.		6700.00
		746	2	1. Prassanalaximi Shripadrao Rane. 2. Vaishali Fathosingh Rane.		5200.00
		670	1	1. Ramchandra Dadasaheb Rane. 2. Shantabai Dadasaheb Rane.		6750.00
		671	1(Part)	Tarabai Pandurangrao Rane.		63200.00
		745	1	Prassanalaximi Shripadrao Rane.		625.00
		745	2	— do —		1650.00
		676	1	1. Pandurangrao Dadasaheb Rane. 2. Sitabai Ramchandrarao Rane.		6625.00
		676	2	Jaivantrao Kakasaheb Rane. Dilipsingh Kakasaheb Rane.		4900.00

1	2	3	4	5	6	7
Bicholim	Latam- barcem	675	1(Part)	1. Fathosingh Shripadrao Rane. 2. Jaivantrao Kakasaheb Rane. 3. Dilipsingh Kakasaheb Rane. 4. Sitabai Ramchandrarao Rane.		39700.00
		750	1(Part)	1. Vamanrao Nanasaheb Rane. 2. Pratapsingh Vamanrao Rane.		1900.00
		744	1(Part)	Jaisingrao Abassaheb Rane.		11925.00
		743	1	— do —		10000.00
		742	1	— do —		6200.00
		741	1(Part)	— do —		7675.00
		753	1(Part)	Vamanrao Nanasaheb Rane.		4850.00
		756	1(Part)	1. Ratnaprabhabai Venkatrao Nimbalkar. 2. Madhumati Vamanrao Sawant. 3. Madhumati Marutrao Phadtare. 4. Pramila Naranrao Nimbalkar.		9075.00
		740	1(Part)	1. Tarabai Pandurangrao Rane. 2. Fathosing Shripadrao Rane. 3. Anandrao Laxmanrao Rane. 4. Jaivantrao Kakasaheb Rane.		29350.00
		677	1(Part)	1. Jainvantrao Kakasaheb Rane. 2. Dilipsingh Kakasaheb Rane.		33800.00
		678	1(Part)	Anand Chadra Kamat.		4400.00
		674	1(Part)	Shiva Arjuna Ugavekar.		15350.00
		752	1(Part)	1. Ratnaprabha Venkatrao Nimbalkar. 2. Vishvasrao Babasaheb Rane.		3000.00
		755	1(Part)	Ratnaprabha Venkatrao Nimbalkar.		4900.00
		764	1	1. Manikrao Babasaheb Rane. 2. Vijayrao Babasaheb Rane. 3. Vishvasrao Babasaheb Rane. 4. Rajasaheb Babasaheb Rane.		115.00
		764	2(Part)	1. Manikrao Babasaheb Rane. 2. Vijayrao Babasaheb Rane. 3. Vishvasrao Babasaheb Rane. 4. Rajesaheb Babasaheb Rane.		8350.00
		761	1(Part)	1. Vishvasrao Babasaheb Rane. 2. Vihayrao Babasaheb Rane. 3. Rajesaheb Babasaheb Rane. 4. Manikrao Babasaheb Rane.		1325.00
		758	1(Part)	Vishvasrao Babasaheb Rane. 2. Manikrao Babasaheb Rane. 3. Rajesaheb Babasaheb Rane. 4. Vijayrao Babasaheb Rane. 5. Krishnarao Babasaheb Rane.		11675.00
		760	1	1. Vijayrao Babasaheb Rane. 2. Vishvasrao Babasaheb Rane. 3. Manikrao Babasaheb Rane. 4. Rajasaheba Babasaheb Rane.		1250.00
		759	1	1. Vijayrao Babasaheb Rane. 2. Vishvasrao Babasaheb Rane. 3. Manikrao Babasaheb Rane. 4. Rajasaheb Babasaheb Rane.		3850.00
		754	1	Vijayrao Babasaheb Rane.		2000.00
		672	1(Part)	Shiva Arjun Ugavekar.		1850.00
		673	1(Part)	1. Vithoba Dhaktu Gaonkar. 2. Dhaktu Vishnu Gaonkar. 3. Chandrakant Krishna Gaonkar. 4. Yeshvant Naglo Gaonkar.		800.00

North: Village Dhumacem & Survey No. 749,
759, 744, 752, 762.

South: Survey No. 664, 671 & 672, 761 & 764.

East: Survey No. 675, 677, 678, 740, 756 & 750.

West: Survey No. 748, 668 & 667.

Total 5,64,017.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 1st March, 1982.

Notification

No. 22/184/81-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Development of Kasarvalem Spring at Quelossim Mormugao.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Deputy Collector (Land Acquisition Officer), Panaji to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Dy. Collector (Land Acquisition Officer), Panaji.
3. The Director of Tourism, Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Dy. Collector (Land Acquisition Officer), Panaji for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Mormugao	Quelossim	123 (Part)	—	Inez Cota Carvalho.	725.00
			124	2	Santosh Govind Naik. S. D. Naik.	2000.00
			125 (Part)	—	Comunidade of Quelossim.	2800.00
			126 (Part)	—	Comunidade of Quelossim.	8800.00
			113 (Part)	—	Moreshwar Pandurang Mule.	13500.00
			114 (Part)	—	Comunidade of Quelossim.	800.00
			122 (Part)	—	Antonio Leopoldo Anibal dos Martino Fernandes.	450.00
					North: Survey No. 124, Sub-Div. 2 and Survey No. 125, Survey No. 126 Nala, Footpath, Survey No. 123 and Survey No. 113. South: Survey No. 125, Survey No. 114, Survey No. 113, Survey No. 122 & Nala. East: Survey No. 126 & Survey No. 113 & Nala. West: Survey No. 124, Sub-Div. No. 2, Footpath, Survey No. 123 and village boundary of Cortalim.	
			114 (Part)	1	Comunidade of Quelossim.	250.00
			113	4	Comunidade of Cortalim.	700.00
			113 (Part)	1	Comunidade of Cortalim.	350.00
			114 (Part)	2	Comunidade of Quelossim.	50.00
					North: Survey No. 113, Sub-Div. No. 1 & Road. South: Survey No. 114, Sub-Div. No. 1, 2 & road. East: Village boundary of Quelossim. West: Road.	
Total						30425.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 20th March, 1982.

Notification

No. 22/10/82-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. For construction of approach road, ground level reservoir and pump house at Bambolim.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Land Acquisition Officer, P.W.D. (CELL), Panaji, to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Land Acquisition Officer, P.W.D. (CELL), Panaji.
3. The Executive Engineer, Works Division III, P.H.E. (North) P.W.D., Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Land Acquisition Officer, P.W.D. (CELL), Panaji, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Tiswadi	Cujira	—	110 (Part) 111 (Part)	Shri U. B. S. Kenkre and brothers. Shri U. B. S. Kenkre and brothers.	600.00 950.00
Boundaries:						
North: Village boundary of Cujira Survey No. 111(Part) and land already acquired by PWD.						
South: Survey No. 111/0 & road.						
East: Survey No. 110 (Part), land already acquired by P.W.D. and survey No. 112/0.						
West: Survey No. 110/0 and survey No. 111/0.						
	Tiswadi	Calapur	—	5 (Part)	Shri U. B. S. Kenkre and brothers.	1050.00
Boundaries:						
North: Survey No. 5(Part) & land already acquired by PWD.						
South: Survey No. 5/0 & village boundary of Calapur.						
East: Survey No. 5 (Part) and land already acquired by PWD.						
West: Survey No. 5/0.						
Total						2600.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 20th March, 1982.

Notification

No. 22/117/81-RD

Whereas by Government Notification No. 22/117/81-RD dated 18-9-81 published on page 261 of Series II, No. 27 of the Official Gazette, dated 1-10-81 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. raising cashew plantation at Savordem, Satari.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5A

of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Deputy Collector (Land Acquisition Officer) Panaji, to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Deputy Collector (Land Acquisition Officer), Panaji, till the award is made under Section 11.

SCHEDULE
(Description of the said land)

Sr. No.	Taluka	Village/Ward	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Savordem	Satari	10	—	1. Smt. Sundaribai Kustobarao Desai. 2. Dattaram Kustobarao Dessai. 3. Dagui Kustobarao Dessai. 4. Ramchandra Kustobarao Dessai. 5. Smt. Tarabai Dagui Porab Dessai. 6. Narayan Dagui Porab Dessai and his wife Smt. Sundrabai P. Dessai. 7. Pandurang Dagui Porab Dessai and his wife Smt. Anuradha P. Dessai. 8. Bimro Dagui Porab Dessai and his wife Smt. Vassundhara P. Dessai. 9. Jaysingrao Rane Sardessai and his wife Smt. Pratibha Rane Sardessai.	402850.00
Boundaries:						
North: Village Caranzol and survey No. 1.						
South: Village Carambolim Buzruco and road.						
East: Village Caranzol and Carambolim Buzruco.						
West: Survey No. 1 and road.						
Total						402850.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 29th March, 1982.

Notification

No. 22/133/80-RD

Whereas it appears to the appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. for construction of Ibrampur Alorna road in a length of 2980 mts. at Pernem.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Land Acquisition Officer, P.W.D. (CELL), Altinho-Panaji, to perform the functions of a Collector under the said Act in respect of the land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Land Acquisition Officer, P.W.D. (CELL), Altinho-Panaji.
3. The Executive Engineer, Building & Communications, North II, P.W.D., Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Land Acquisition Officer, P.W.D. (CELL) Altinho-Panaji for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE
(Description of the said land)

Sr. No.	Taluka	Village/Ward	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Pernem	Ibrampur	1	181/12	Pandurang Dadasaheb Rane & Others.	1424.00
			2	80/1	Anant Vishnu Kamat.	340.00
			3	79/2	Champa Nama Pednekar.	1885.00
			4	53/20	Soma Pundalik Gawas.	61.75
			5	53/19	Mahadev Jairam Sawant.	90.25
			6	53/18	Government property.	61.75
			7	53/17	Devika Masse Gawas.	85.50
			8	53/15	Atmaram Yeshwant Dhupkar.	178.25

1	2	3	4	5	6	7
Pernem	Ibrampur	9	53/14	Raghoba Soiru Gawas.		202.50
		10	53/13	Devki Masse Gawas.		142.50
		11	53/12	Government property.		105.00
		12	53/11	M. J. Sawant.		240.00
		13	53/10	Ratnaji Mukund Naik.		180.00
		14	53/9	A. Y. Dhupkar.		123.00
		15	52/6	Ratnaji M. Naik.		225.00
		16	52/5	Mahadev Sajun Gawas.		367.00
		17	52/3	Balu Bappa Gawas.		575.00
		18	52/16	Dattaram Hari Sawant.		85.00
		19	52/2	Uttam Dattaram Bharghara.		962.62
		20	49/2	Soma Pundalik Gawas.		360.00
		21	49/1	Manohar Sakharam Naik.		487.00
		22	50/6	Mahadev Krishna Sawant.		547.50
		23	50/6	Mahadev Krishna Sawant.		735.00
		24	44/5	M. K. Sawant.		376.50
		25	44/6	Shantaram Vishnum Sawant.		645.00
		26	44/7	Y. L. Sawant.		165.00
		27	44/9	Gajanan Govinda Sawant.		277.50
		28	45/2	A. Y. Dhupkar.		300.00
		29	45/1	Shabi Nagesh Gawas.		671.25
		30	42	Comunidade of Ibrampur.		22030.31
		31	41	Government property.		4318.12
		32	178/1	Baby Tuke Parob & others.		5307.50
		33	183/3	Babu Narayan Dessai.		84.00
		34	183/2	A. R. Parab.		112.87
		35	184/5	L. R. Parab.		484.00
		36	182/4	Vishnu Shamba Parab.		201.00
		37	199/4	Devi Sateri Alorna.		231.00
		38	181/18	Devi Sateri Alorna.		100.00
		39	181/29	Baba Tuka Parab.		33.75
		40	181/28	Visnum Ganesh Deshpabhu.		54.00
		41	181/21	Babu Tuka Parab.		42.00
		42	181/26	Narayan Shiva Parab.		27.00
		43	181/25	Vishnum Ganesh Deshpabhu.		31.50
		44	181/24	Laxman Rauji Parab.		27.00
		45	199/3	Babli Laxman Chari.		68.25
		46	199/2	Devi Sateri Alorna.		200.00
		47	181/23	Atmaram Ramchandra Parob.		87.50
		48	181/22	Narayan Mahadev Parab.		60.00
		49	181/21	Rajaram Keshav Parob.		38.50
		50	181/20	Keshav Babani Porob.		845.00
		51	211/2	K. J. Parab.		474.25
		52	211/1	Keshav Jairam Porob.		142.50
		53	181/19	— do —		144.00

Boundaries:

North: Survey No. 80, 182, 181, 79, 53, 52, 51, 50, 44, 43, 41, 178, 229/Part Nala and village Alorna.

South: Survey No. 181, 182, 80, 79, 53, 52, 51, 50, 44, 43, 41/Part Nala and village Ibrampur. Survey No. 178/Part, survey No. 229/Part and village Alorna.

East: Survey No. 229/part and village Alorna.

West: Road.

Total 47,544.17

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 29th March, 1982.

Notification

No. 22/14/82-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. For construction of 33 KV Sub-station and staff Quarters at Saligao, Bardez.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Dy. Collector (Land Acquisition Officer), Panaji to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Dy. Collector (Land Acquisition Officer), Panaji.
3. The Chief Electrical Engineer, Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Dy. Collector (Land Acquisition Officer), Panaji, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Bardez	Saligao	—	116 (Part)	Comunidade of Saligao.	24000.00
				129 (Part)	Comunidade of Saligao.	2000.00
Boundaries:						
North: Survey No. 116 and Survey No. 129.						
South: Survey No. 116 and Survey No. 129.						
East: Survey No. 116 and road.						
West: Survey No. 116.						
Total						26000.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 20th March, 1982.

Notification

No. 22/23/82-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. For PHE Complex at Borda, Margao (additional area).

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Land Acquisition Officer, P.W.D. (CELL), Panaji, to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Land Acquisition Officer, P.W.D. (CELL), Panaji.
3. The Executive Engineer, Works Division IX (PHE), P.W.D. Fatorda, Margao.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Land Acquisition Officer, P.W.D. (CELL), Panaji for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE
(Description of the said land)

Sr. No.	Taluka	Village/Ward	P. T. S. No.	Chalta No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Salcete	Margao	133	20 (Part)	Elvina Gracias Ferreiro.	2725.00
			173	23 (Part)	V. J. Kamat.	250.00
			195	1 (Part)	Comunidade of Margao.	300.00
Boundaries:						
North: Chalta No. 20 of P. T. Sheet No. 133 & 173.						
South: Chalta No. 20 of P. T. Sheet No. 133, Chalta No. 1 of P. T. Sheet No. 195 and Chalta No. 23 of P. T. Sheet No. 173.						
East: Chalta No. 10, 15, 11, 16, 17, 20, 18 of P. T. Sheet No. 173, Road Chalta No. 23 of P. T. Sheet No. 173, Chalta No. 20 of P. T. Sheet No. 133 and Chalta No. 1 of P. T. Sheet No. 195.						
West: Chalta No. 20 of P. T. Sheet No. 133 and Chalta No. 1 of P. T. Sheet No. 195.						
Total						3275.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 31st March, 1982.

Notification

No. 22/9/82-RD

Whereas it appears to the appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. For construction of Office Cum-Godown for Assagao V. K. S. S. Ltd. at Assagao, Bardez.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such part of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Deputy Collector, Goa North Division, Panaji, to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land,

1. The Collector of Goa, Panaji.
2. The Deputy Collector, Goa North Division, Panaji.
3. The Dy. Registrar of Coop. Societies, Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Deputy Collector, Goa North Division, Panaji for a period of 30 days from the date of publication of the Notification in the Official Gazette.

SCHEDULE
(Description of the said land)

Sr. No.	Taluka	Village/Ward	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Bardez	Assagao	—	85/1(Part)	Comunidade of Assagao.	1150.00
Boundaries:						
North: Foot path.						
South: Survey No. 85, Sub-Div. No. 2 & 3.						
East: Survey No. 85, Sub-Div. No. 2 and Nala.						
West: Road.						
Total						1150.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 31st March, 1982.

Notification

No. 22/16/82-RD

Whereas it appears to the appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. For construction of staff Quarters for underground drainage scheme at Gogal, Margao (addl. area).

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Land Acquisition Officer, P.W.D. (CELL), Panaji, to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Land Acquisition Officer, P.W.D. (CELL), Panaji.
3. The Executive Engineer, Works Division IX, P.W.D. Fatorda Margao.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Land Acquisition Officer, P.W.D. (CELL), Panaji, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	P. T. Sheet No.	Chalta No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Salcete	Gogal Margao	91	16	Comunidade.	3100.00
Boundaries:						
North: Chalta No. 17/Sub-Div. No. 17/17, 18, 19, 20, 23, 11 of P.T. Sheet No. 91.						
South: Road.						
East: Chalta No. 6 of P.T. Sheet No. 90 and chalta No. 1, 18, 17 of P.T. Sheet No. 120.						
West: Chalta No. 17/Sub-Div. No. 20 of P.T. Sheet No. 91 Road and Nalla.						
Total						3100.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 20th March, 1982.

Industries and Labour Department

Order

No. 28/33/81-ILD

Whereas the Lieutenant Governor of Goa, Daman and Diu is of the opinion that an industrial dispute exists between the management of M/s. Kohinoor Restaurant, Margao, Salcete Goa and their workman Shri Timmappa Bramawar, c/o. Shri Dinsio Fernandes, Room No. 6 Casa Menezes, Madki Bazar, Margao Goa in respect of matters specified in the Schedule annexed hereto (hereinafter referred to as the "said dispute");

And whereas the Lieutenant Governor of Goa, Daman and Diu considers it expedient to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Dispute Act, 1947 (No. 14 of 1947), the Lieutenant Governor of Goa, Daman and Diu hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the employer of M/s. Kohinoor Restaurant, Margao Salcete Goa in terminating the ser-

vices of Shri Timmappa Bramawar, Tea Maker with effect from 10-4-81 is legal and justified?

If not, to what relief the said workman is entitled to.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 27th March, 1982.

Order

No. 28/31/81-ILD

Whereas the Lieutenant Governor of Goa, Daman and Diu is of the opinion that an industrial dispute exists between the management of M/s. Adarsh Sahakari Grahak Samstha Limited, Margao, Salcete-Goa and their workman Kum. Leela S. Sawant, r/o. Agalli, Margao, Salcete-Goa in respect of matters specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Lieutenant Governor of Goa, Daman and Diu considers it expedient to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Dispute Act, 1947 (No. 14 of 1947), the Lieutenant Governor

of Goa, Daman and Diu hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu, Panaji, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the employer of M/s. Adarsh Sahakari Grahak Saunstha Limited, Margao-Salcete, Goa in terminating the services of Kum. Leela S. Sawant, Accounts Clerk, with effect from 1-1-1980 is legal and justified?

If not to what relief the said workman is entitled to".

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 31st March, 1982.

Order

No. 28/2/79-ILD

The following Awards given by the Industrial Tribunal, Goa, Daman and Diu are hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 19th February, 1982.

IN THE LABOUR COURT GOA, DAMAN AND DIU PANAJI GOA

(Before Dr. Renato de Noronha, Presiding Officer)

No. LCC/19/81

Shri Marcelo Lesley Remedios ... Applicant
V/s.
Shri Adolf Olegar Nazareth ... Opponent
Shri Noel D'Souza, Labour Advisor, representing the Applicant.
Shri Ramesh Desai, Labour Advisor, representing the Opponent.

Panaji, Dated: 10-2-1982.

AWARD

This is an application filed by the above applicant against the above opponent, claiming from the latter the sum of Rs. 2,160/-, as his bonus for 2 years, i.e. 1978-1980.

2. It is his case that he was working for the opponent from 3-10-1978 to 25-9-1980; that the total number of employees working for the opponent was 25 from the date he joined till he left; the opponent's Company is in existence for the last 16 years and deals with manufacturing, processing and sale of farm products. Since it's establishment, the opponent's Company never paid bonus to its workmen, inspite of huge profits earned by the Company year after year. The applicant, by his letter dated 29-12-1980, claimed bonus at the rate of 20 per cent from the opponent and, as his demand was not granted, he approached the Labour Inspector, Mapusa and also the Asstt. Labour Commissioner, Shri B. B. Naik, but the conciliation proceedings taken by the latter failed, due to the non-attendance of the opponent. He has claimed Rs. 2,160/- as his bonus at the rate of 20 per cent per annum, during two years, his monthly salary being Rs. 450/- at the time of his resignation.

3. The opponent, in his written statement, raised the following preliminary objections:

i. That the applicants claim is in a form of substantive industrial dispute which did not come within the purview of Section 33C(2) of the Industrial Disputes Act, 1947, hereinafter called the Act.

ii. The applicant has no existing right on the amount claimed and, therefore, this Court has no jurisdiction to entertain the application.

iii. The applicant is not a workman within the meaning of Section 2(S) of the Act and, as such, cannot invoke the provisions of the Act, before this Court.

4 In his rejoinder, the applicant replied to the preliminary objections raised by the opponent in his written statement.

5. When the matter was posted for settlement of issues, both the parties requested the Court for a short adjournment, on the ground that they were trying to settle the matter amicably and, finally, filed a memo of settlement, which is on record.

6. I have carefully perused the terms of the Memo of settlement which are as follows:

"1. That the opp. Party agrees to pay the applicant in the present application an amount of Rs. six hundred only (Rs. 600/- only) towards full and final settlement of dues owed by the Opp. Party to the said applicant.

2. That the said amount would be paid by Bank Demand Draft in the favour of the applicant on Monday 12th October, 1981 at the office of Shri Rameshchandra Desai, Labour Advisor of the opp. Party.

3. That the applicant will have no further claims to make from the opp. Party subsequent to the mention of the terms of this settlement.

The applicant craves leave to withdraw the application filed against the opp. Party bearing Application No. LCC/19/81."

7. The above terms are fair to both the parties and hence, I accept them and pass the following Order.

ORDER

Consent Award in terms of the above settlement is hereby made and the matter is disposed off. No order as to costs.

Dr. Renato de Noronha

Presiding Officer,
Labour Court.

IN THE LABOUR COURT GOA, DAMAN AND DIU PANAJI GOA

(Before Dr. Renato de Noronha, Presiding Officer)

No. LCC/17/81

Shri Filomeno Rodrigues ... Applicant
V/s.
Shri Adolf Olegar Nazareth ... Opponent
Shri Noel D'Souza, Labour Advisor, representing the Applicant
Shri Ramesh Desai, Labour Advisor, representing the Opponent,

Panaji, Dated: 10-2-1982.

AWARD

This is an application filed by the above applicant against the above opponent, claiming from the latter the sum of Rs. 10,780-73, as his dues.

2. It is his case that he was working for the opponent as Clerk from 29-1-75 to 6-9-80, on which date he retired from service. Then, on 1-11-80, a settlement was arrived at between the applicant and the opponent, by virtue of which the opponent had to pay his dues in two equal instalments, one on 20-11-80 and the other, on 10-1-81. The total dues regarding gratuity, retrenchment compensation, notice pay etc. amounted to Rs. 2,267-40. The Opponent, however, paid only the first instalment and did not honour the settlement by making the payment of the second instalment. Therefore, the applicant is not bound by the said settlement and is free to put in his claim, which he has detailed in the annexure, totalling Rs. 10,780-73. He has prayed that the opponent be directed to pay him the said amount with interest at the rate of 7 per cent per annum, plus costs.

3. The opponent, in his written statement, has stated that the application is not maintainable in law as the applicant has already entered into an agreement with the opponent for settlement of his dues and hence, he is not entitled to claim now any amount under different heads, as per the annexure to the application. In fulfilment of this settlement, the opponent has paid to the applicant 50 per cent

of the amount agreed upon and, thereof, the payment, if any, is due is only of the remaining 50 per cent. The amount claimed by the applicant is not based upon an existing right and, therefore, this court has no jurisdiction to entertain the application. The applicant, at the time of signing the agreement in the presence of the Government Labour Inspector, Mapusa, has assured the opponent that he had given the complete charge. However, subsequently, it was noted that the applicant, in his own discretion and without permission, allowed certain customers to enjoy credit facility as a result of which the opponent incurred a loss of little over Rs. 2,300/-.

4. In his rejoinder, the applicant has replied to the various contentions raised by the opponent in his written Statement.

5. When the matter was posted for settlement of issues, both the parties requested the Court for a short adjournment, on the ground that they were trying to settle the matter amicably, and, finally, filed a memo of settlement, which is on record.

6. I have carefully perused the terms of the memo of settlement which are as follows:

"1. The Opposite party agrees to pay to the applicant in the present application an amount of Rs. 1467/- (Rupees one thousand four hundred and sixty seven only) towards full and final settlement of all dues owed by the Opposite Party to the said applicant.

2. That the applicant agrees that on payment of the above amount he will have no claim of whatsoever against the Opposite Party.

3. The applicant agrees that in view of the clause (1) above, his claim in the above application is fully settled.

4. It is agreed that the said amount would be paid by Bank Demand Draft/Banker's Cheque by 5th February 1982 and sent to him by Registered A. D. post.

In view of the above settlement, the applicant craves leave to withdraw the above application filed against the Opp. Party being fully settled."

7. The above terms are fair to both the parties and hence, I accept them and pass the following Order.

ORDER

Consent Award in terms of the above settlement is hereby made and the matter is disposed off. No order as to costs.

Dr. Renato de Noronha
Presiding Officer,
Labour Court.

IN THE LABOUR COURT GOA, DAMAN AND DIU PANAJI GOA

(Before Dr. Renato de Noronha, Presiding Officer)

No. LOC14/74

Shri Gajanan V. Arsekar

V/S

The Dakshin Motor Transport

Applicant in person.

Opponent represented by Shri P. K. Lele, Labour Advisor.

Panaji, Dated: 9/2/1982.

AWARD

The above applicant has filed this application under Section 33C(2) of the Industrial Disputes Act, 1947, here-in-after called the Act, read with Rule 60(2) of the Industrial Disputes (Central) Rules, 1957, here-in-after called the Rules, against the above opponent, claiming from the latter a net amount of Rs. 8,856/86, added with Provident Fund, E.S.T. and Gratuity at the applicable rate.

2. His case is that he was working for the opponent as Secretary during the period from 25-6-65 to 28-2-66 and has still to receive from the opponent his salary and other dues, as per the details shown in the annexure to the application.

3. The opponent, in its written statement, has raised the following objections:

i) The application is not bonafide and, as such, not tenable in law;

ii) Applicant's claim for salary and other allowances for the period 1965-66 is barred by limitation, under Section 33C of the Act, which provides that proceedings be initiated within one year from the date the salary etc. becomes due;

iii) The applicant had initiated the same claim before the Labour Commissioner, which was dismissed by the latter, acting as authority under the Payment of Wages Act. Hence, the present claim is affected by the principles of res-judicata and, therefore, not tenable.

On merits, it is contended that the applicant, who was working for the opponent for some time, has been paid of all his dues and, therefore, this application is liable to be dismissed. Besides, the applicant's claim is not covered by the provisions of Section 33C of the Act.

The details given by the applicant in so far as the quantum and the period are concerned, are incorrect and the application is filed only to harass the opponent.

4. The applicant has filed his rejoinder, refuting the objections raised by the opponent in its written statement.

5. Shri Khollali, the then Presiding Officer of the Labour Court, has framed the following issues:

1. Is the claim in time?

2. Is it barred by Res-Judicata?

3. Is the application not tenable under Section 33C of the Industrial Disputes Act?

4. What is, if any, due to the applicant?

6. The applicant did not lead any evidence. The opponent has led the evidence of Shri K. P. Desai, the Chairman of the opponent society, who has produced some exhibits. Both the parties have filed their arguments in writing and also orally argued before me.

7. So far as issue No. 1 regarding limitation is concerned, the learned advisor for the opponent has not pressed the point raised by him in the written statement and conceded that there is no limitation for the filing of an application under Section 33C(2) of the Act.

8. Issue No. 2 deals with Res-Judicata. Exh. R-5 collectively is the consent award, dated 18-3-68, passed by the nominee of the Registrar Co-operative Societies, by virtue of which the dispute between the parties herein has been settled, on the undertaking of the applicant to pay to the opponent Rs. 936/- as its dues, plus arbitration fees.

9. It is settled law today that the principles of Res-Judicata laid down in Section 11 of the Civil Procedure Code are also to be applied in Industrial adjudications. The dispute between the parties herein was referred by the Registrar Co-operative Societies to the nominee for decision under Section 93(1) of the Maharashtra Co-operative Societies Act, 1960, as applied to this Territory, and the said Nominee, after discussing these points submitted by both the parties, arrived at a settlement which has been recorded under a consent award. This settlement is the one referred to above, exh. R-5 collectively.

10. It is true that there was a suggestion by the applicant to the opponent's witness that a blank paper was shown by the nominee to the applicant for putting his signature and that the applicant was reluctant to sign on such paper, but was forced to do by the nominee, on the pretext that he could give his explanation later on. This suggestion, however, was flatly denied by the witness, who stated that no blank paper was put before the parties, nor was the applicant forced to sign the settlement arrived at under exh. R-5 collectively.

11. It is also true that, on the very day the settlement was signed, the applicant sent a letter (exh. A-1) to the nominee in which he has stated inter-alia: "Though it was not convenient for me to call at Office to attend the dispute on account of late delivery of your above mentioned letter, I did my best by attending the same though I was not prepared for same. While taking a joint statement I have

openly shown my unwillingness for signing a agreement which was prepared by you, because I had no time to refer the matter to my responsible family member and also I had no sufficient time to go through the record which was out of my charge. Therefore, I had requested to you in office to allot me sufficient time to go through the matter in order to trace out unaccounted bills and other necessary documents from the office in order to finalize the dispute. I am sure that all the unaccounted bills will be traceable in the office only and I hope that you will agree with my view and sympathetically will allot me sufficient time to search for required documents which will enable by both sides to put the matters in tact and order."

But his letter, by itself, cannot prove that, in fact, the applicant was forced to sign the settlement before the nominee. It may be that, after returning home, the applicant repented for having signed the said settlement and then wrote the above letter. At any rate, the applicant did not go in appeal from the consent award given by the nominee, as he could do under Section 93 of the Maharashtra Co-operative Societies Act and, therefore, the said award has become final Under Section 163(3) of the said Act and cannot now be challenged on any account.

12. This award, contrary to what is alleged by the applicant, has taken into consideration also the applicant's claim for three months salary from November, 1965 to January 1966, amounting to Rs. 795/-. This has been clearly stated by the opponent's witness before the Court and there was no suggestion in cross examination that such statement was incorrect. Otherwise, it is but natural that the nominee should have considered the said claim, because exh. R-4, dated 2-1-68, would go to show that the applicant was already pressing before the Registrar for getting payment of the said amount and, therefore, would not agree to pay any amount to the opponent if his claim was not set off.

13. The principles of Res-Judicata laid down in Section 11 of the Civil Procedure Court are all present in this case.

Indeed,

i) The nominee of the Registrar Co-operative Societies, being a creature of the Co-operative Societies Act, can be considered as a Quasi Judicial Authority, entrusted by the said Act with the function of deciding the disputes, as envisaged under Section 91 of the same Act. The nominee, therefore, is a competent authority to decide such disputes.

ii) Although the dispute referred to the nominee was in respect of the dues claimed by the opponent from the applicant, nothing prevented the nominee from passing a consent award on the terms settled between the parties, in which the counter claim of the applicant for his three months salary has been also considered. Therefore, the three months salary of the applicant which, inter-alia, is in dispute in this case also, was already subject matter of the proceedings before the Registrar's nominee.

iii) and, finally, the parties in the proceedings before this Labour Court and in the proceedings before the Registrar's nominee are the same.

14. For the foregoing reasons, I hold that the Award Exh. R-5 collectively given by the Registrar's Nominee on 18-3-68 constitutes res-judicata in so far the three months salary from November, 1965, to January, 1966, claimed by the applicant, is concerned, preventing this Labour Court from entering into a fresh appreciation of the said claim.

15. Regarding the applicant's claim for his salary for February, 1966, he never claimed such salary before (vide Exh. R-4). There is also no evidence that the applicant is entitled to any salary for the month of February 1966 except what he himself has stated in the annexure to the application. If the applicant was entitled to this salary, he would have claimed it in exh. R-4. Hence, this claim is to be deemed as not proved.

16. So far the other prayers of the applicant regarding Minimum Wages, Over Time, Privilege Leave, Bonus, Compensation, Provident Fund, E.S.T. and Gratuity are concerned, he has not led any evidence to show that he is entitled to such benefits. It is a settled law that in the proceedings under Section 33(2) of the Act, the Court only calculates or computes the money the workman is entitled to

under an existing right. If the right itself to such money or benefit is doubtful, the Labour Court would have no jurisdiction to decide on the existence of the said right.

17. In the result, this application fails and has to be dismissed. Order accordingly. The applicant to pay Rs. 100/- as costs to the opponent.

Dr. Renato de Noronha
Presiding Officer,
Labour Court.

Order

No. 28/2/79-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 9th March, 1982.

IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN AND DIU, PANAJI - GOA

(Before Dr. Renato de Noronha, Presiding Officer)

Reference No. IT/54/78

1. Shri Mathew Pereira & 4 Others
represented by the Goa Engineering
and General Workmen's Union -- Party I
V/s.
1. M/s. Vaz Engineering Industries -- Party II
Union represented by Shri A. Nigalie, Gen. Secretary.
Employer represented by Shri L. Ferao, Labour Advisor.

Panaji, Dated: 1-3-1982.

AWARD

The Government of Goa, Daman and Diu, by it's Order No. IRM/CON(81)/78/IT-37/78, dated 18th August, 1978, has referred this dispute for adjudication by this Tribunal. The Schedule annexed to the Order of reference reads as follows:

"Whether the action of the Management of M/s. Vaz Engineering Industries, Industrial Estate, Mapusa, in terminating the services of their following workmen w.e.f. 1-5-78 is legal and justified?

1. Mathew Pereira, Lathe Operator.
2. Anand Pednecar, Helper Asst. Turner.
3. Laxman L. Palkar, Helper.
4. Aleixinho Fernandes, Helper.
5. Simon D'Souza, Helper.

If the answer be in the negative, to what relief, if any, are the aforementioned workmen entitled to?"

2. In the statement of claim filed by the Union, it is stated that the Employer, Party I, owned a Unit in Bombay for about 25 years, which was transferred to Goa. In this Goa Unit, the five workmen mentioned in the reference were employed as skilled and semi-skilled ones. As the conditions of their services were bad, they joined the Union and took active part in it's activities. The Union, by it's letter dated 7-11-77, submitted it's Charter of Demands to the Management of the employer concerning leave, confirmation of services, gratuity etc. As the Management did not respond, the Union approached the Conciliation Officer, who started Conciliation Proceedings on 21-12-77. However, there was no progress in the Conciliation Proceedings due to the adamant attitude of the Management. In the meanwhile, as the salaries of the workmen continued to be low, the Union served a second Charter of Demands on the Management, demanding revision of wages, dearness allowance etc. by it's letter dated 22-4-78. The Management, on 1-5-78,

orally terminated the services of the above five workmen, the real motive for such termination being because they were active members of the Union and were agitating for the legitimate demands of the workmen employed in the factory. No letters of termination of service were given to the workmen, nor were they paid any wages in lieu of Notice or other dues. This action of the Management amounts to unfair labour practice and came soon after the Union submitted the Charter of Demands, regarding the revision of wages. The services were terminated during the pendency of Conciliation Proceedings, in contravention of Section 33 of the Industrial Disputes Act, 1947, hereinafter called the Act. On 2-5-78, the Union raised an industrial dispute with the Management demanding reinstatement of the 5 workmen with full back wages, but this letter was returned to the sender, as refused. The Union then requested the Labour Commissioner to intervene in the matter. Conciliation Proceedings were taken up and during the discussion, on 23-5-78, the Management, for the first time, disclosed that the services of the 5 workmen were terminated, as they could not run the business with more employees. This plea of the Management is false, baseless, mischievous and misleading and was aimed only to cover up and justify their illegal action. It is submitted that the Management terminated the services of the concern workmen without following the rule: "Last come First go" and, further, they made fresh appointments after retrenchment of the 5 workmen for doing the same job of the retrenched workmen, without giving a chance or preference to the retrenched workmen. Finally, it is submitted, no inquiry was held against the workmen before their services were terminated, no reasonable cause was shown for their termination and Section 25(F), 25(G) and 33 of the Act were violated.

3. The employer, in its written statement, has stated that its establishment in Goa is new and infant and was established in March 1977. It is not the transfer of the establishment from Bombay to Goa; The Bombay establishment was closed in April 1978. The retrenched workmen, whose details regarding their designation and admission are given, were none of them qualified or skilled. It is submitted that the conditions of services of all the workmen are very satisfactory; that the Conciliation Proceedings failed due to unhelpful attitude of the Union; that the five workmen were retrenched, as they were surplus to the establishments requirements; that retrenchment notices dated 27-4-78 were offered to them, but they refused to accept; also their legal dues were offered on 29-4-78 but they refused to accept the payments. In view of this, a notice dated 24-4-78 was displaced on the Notice Board and the copy of it sent to the Labour Commissioner. In this Notice, it was stated that the services of the five workmen would not be required and that they should collect their dues on 29-4-78. The written statement concludes by stating that the retrenchment made is bonafide and with due compliance of the provisions of law and denying that fresh appointments have been made in place of the retrenched workers.

The Union filed its rejoinder to the written statement of the employer maintaining its original stand.

5. Following issues were framed by my learned predecessor Dr. J. J. Coelho:

- "1. Do the Employers/Party II prove that the termination of the services of Workmen/Party I is legal and justified?
2. Do the Workmen/Party I prove that the termination of their services is illegal, against the principles of natural justice and in contravention of Ss. 25(F) and 25(G) of the I. D. A. 1947?
3. Do the Workmen/Party I prove that such termination of services is victimisation for Trade Union activities and amounts to unfair labour practice?
4. Do the Workmen/Party I prove what are the reliefs to which they are entitled to?"

6. On these issues, evidence was led by both the parties. The employer's representative examined the employer and one more witness. The Union led the evidence of three out of the five workmen. Both the parties filed their arguments in writing and also argued orally before me.

7. As laid down in the Supreme Court Ruling in the case of "Swadesamitran Limited V/s. their workmen", 1 LLJ page 504, there are two aspects to be considered, when there

is a dispute regarding retrenchment referred by the Government to the Industrial Tribunal for adjudication. The first aspect is:

- i. Is the retrenchment justified? i.e., Bonafide? And then comes the second aspect:
- ii. Has the retrenchment, although justified, been properly carried out, i.e. with due compliance of the provisions of Law?

8. In so far the first aspect is concerned, the burden of proof lies on the employer. When the bonafide of retrenchment is challenged by the workmen, the employer has to prove before the Tribunal that the retrenchment, in the particular circumstances of his case, is justified.

Let us see, therefore, what is the evidence led by the employer in this respect.

9. In his statement before this Tribunal, Shri Damien Vaz, the owner of the factory, has stated that he started the establishment in April, 1977; he had at that time 16-17 workers; the production was very good till October 1977; from October, the orders were slack and he had to remove some surplus staff, namely the five workmen, concerned in this dispute.

In his cross, he has stated that he started the factory in Goa in March, 1977; he had sufficient orders in 1977, but in 1978 the orders became very less; he had about 14-15 workers; he started the factory with 5-6 workers and, within a month's time, the number of workers increased to 14-15; on the date of termination of services of the concerned workers, he had 14 workers in his employment; he agreed before the Labour Commissioner to take back Simon D'Souza and Anand Pednekar, because the Labour Commissioner requested him to re-instate two workers and assured that he would drop the case; he told the Labour Commissioner that it was not possible for him to take back the retrenched workmen because of his financial difficulties. He has denied the suggestion that, at the time of retrenchment of the five workmen, he had more than 20 workmen in service. He has another concern under the name and style of "Precision Casting and Fabrications", which is situated by the side of this factory, Vaz Engineering Industries. Both the factories were started more or less at the same time. At present, he has 14 workers in the factory Precision Casting and Fabrications. He has denied:— that both these factories are one and the same concern; that the workers employed in the Precision Casting and Fabrications sometimes had to work in the Vaz Engineering Industries; that he has about 30 workers in Vaz Engineering; that, after retrenchment of the 5 workers, he has employed a number of workers in the Vaz Engineering under the pretext of employing them in Precision Casting and Fabrications and that the newly employed are doing the same work as was done by the retrenched workers; and that he has terminated the services of the 5 workers because they were active members of the Union. He has admitted that the Union has submitted its first Charter of Demands before the termination of services of the workers and further that it may be possible that the second Charter of Demands was submitted just before the retrenchment of the five workers.

10. The other witness of the Employer is Shri Peter D'Souza, working as foreman in the factory Vaz Engineering. He has stated that this factory started on 28-3-77; there were 16-18 workers in the month of March 1977, when the Company started; some of the workers subsequently left on their own; In 1977 the Company was doing well, but from the beginning of 1978, there were few orders and, because of this, the Management retrenched 5 workers. These workers were junior in their categories. In his cross, he has stated that he joined Vaz Engineering when the Company started in March, 1977; he cannot say how many orders the Company had in October, 1977, but it had substantial orders; he cannot say how many orders there were in December, 1977. He has denied the suggestion that there were substantial orders in January, 1978 and that orders were slacking from January, 1978. He has admitted that, in the absence of Damien Vaz, he was representing him before the various authorities and looking after his work-shop. He has denied that he is doing managerial duties in the Company. He has further denied that he represented Mr. Vaz as Manager and prospective Partner of the Company. Mr. Vaz had promised him that he will take him in the firm as a partner. At present, there are 9-10 workers in the factory. He has denied that, at present, there are about 25 workers. He has stated that 10-12 workers work in the other concern Precision Casting and Fab-

ricatings. This factory was started on 8-12-1978 and, at that time, it had about 9 workers. He has denied that various employees, whose names are mentioned, were employed in Vaz Engineering and not in Precision Casting and Fabrications. Some of them were appointed after terminating the services of the concerned workers, but belong to different technical categories. He has admitted that the five workers were active members of the Union, but denied that their retrenchment was to curb the activities of the Union.

This is all the evidence led by the employer, regarding the first aspect i.e. genuine need for retrenchment of the 5 workers, concerned in this reference.

11. The evidence led by the workers consists of the statements of three of the retrenched workmen, namely Anand Pednekar, Laxman Palkar and Mathew Pereira.

All the three workers have stated that they were retrenched because of their Union activities; that no reason was given by the Company at the time of retrenchment to justify it, and that the Company, after their retrenchment, has recruited new employees for the same job.

12. Since the burden of proving that the retrenchment of 5 workers was justified is on the Management, it was the duty of the employer to prove, by sufficient documentary evidence, that, in fact, the business of the firm had gone down at the time of retrenchment. The employer, however, did not put before the Court any records of the firm to show that there was slack in the business, which justified the retrenchment. The mere oral statements, in this respect, given by him and by his employee, Shri Peter D'Souza who, otherwise, is also a prospective partner, as per his own admission, which statements are contradicted by the workers, would not be sufficient to prove the bonafide of the employer, especially when such bonafide is challenged by Union, alleging that the 5 workers were singled out for retrenchment because of their Union activities and fresh employees were recruited for the same jobs in the factory, after retrenchment of the said workers.

13. The fact that no documentary evidence has been put forth before the Tribunal by the employer, that the oral evidence led is not convincing at all and, further, the fact that the retrenchment came soon after the second Charter of Demands was submitted by the Union, coupled with the fact that the concerned workers were active members of the Union, as admitted by Shri Peter D'Souza, employer's witness, raise serious doubts about the bonafide of the retrenchment and, therefore, I told that the employer has not discharged his burden by proving that the retrenchment, in this case, was bonafide and justified.

14. This would be sufficient by itself to hold that the retrenchment, not being justified, is bad in law. But there is even the 2nd aspect of the case: The retrenchment, as we are going to see, has not been carried out with due compliance of the provisions of law.

Section 25(F) of the Act lays down the conditions precedent to a retrenchment of a worker in service for not less than one year. They are:

- a) One month's notice or pay in lieu of such notice;
- b) Compensation to the workmen at the rate of 25 per cent of every completed year of service or part thereof in excess of six months; and
- c) notice in prescribed manner served on the appropriate Government or such authority as may be specified by the Government.

15. Regarding the compliance of Section 25(F), the employer Shri Damien Vaz has stated as follows: "On the 29th of April, I put up on the Notice Board regarding the retrenchment and the copies of the same I was offering to the said workers who were not accepting. I called them to pay their legal dues. I had brought the all cash, kept ready. I did not write to the Commissioner that the workers had refused to accept their legal dues but when I was called by the Commissioner's Office however subsequently the said workman came with the Labour Inspector and demanded their pay so only salary and Bonus for the month was accepted. I offered compensation. I have also written a letter to the Labour Commissioner regarding the compensation. Mathew Pereira and Simon had not completed the one year of service. Even for those who had not completed one year of service were offered compensation, Notice pay and Leave Encashment."

In his cross, he has stated that he sought the permission of the Commissioner soon after he terminated the services of the workers. He wrote a letter to the Labour Commissioner the very next day or it may be that he sent it on the same day. He has denied the suggestion that he did not send any letter to the Labour Commissioner. He put the notice of retrenchment on the Notice Board and made individual copies to be served to the workers but the workers did not go to collect, inspite of the request. He did not send the letters of retrenchment to the workers; he also did not send the retrenchment compensation and other dues to the home address of the workers by post or otherwise. He has denied the suggestion that he did not put any notice on the notice board or that he did not try to serve the letters of retrenchment on the individual workers. He has further denied that all 5 workmen have completed one year service and that he never offered letters of retrenchment and the legal dues to the workers.

16. The other witness of the employer Shri Peter D'Souza has stated in his examination in Chief that the five workers were given their dues but they did not accept them; letters of retrenchment were also offered to them but they refused; one copy of such a letter was exhibited on the Notice Board. He is aware that the Labour Commissioner was informed about the retrenchment. In his cross, he has stated that Mr. Vaz told him that retrenchment letters were offered to the workers. When asked again about his personal knowledge, he said that he has seen Mr. Vaz giving these letters but he did not go through the contents of the letters. He has denied the suggestion that retrenchment letters were not given. He did not know how much amount was offered to each workman. He has denied the suggestion that no amount was offered to the workers and no letter was put on the notice board. He has denied the suggestion that no letter was sent to the Labour Commissioner intimating the retrenchment, adding that Mr Vaz told him in this respect.

17. The three workers, who gave their statements before the Tribunal, have stated that no notice was given to them nor put on the Notice Board; no dues paid; and all of them had completed one year of service. In their cross, they have denied the suggestion that they were offered the legal dues and given notice of retrenchment and that such notice was displayed on the Notice Board.

18. This is all the evidence, regarding the compliance of the requirements of Section 25 (F) of the Act. We should agree that this evidence is far from sufficient to prove the employer's contention that he had offered the legal dues as well as copies of retrenchment notice to the concerned workmen. The employer has not produced any documentary evidence to show that notice of retrenchment was given to the concerned workmen or displayed on the Notice Board and also sent to the Labour Commissioner and that the workmen were offered all their dues, as contended by him. Since this contention is contradicted by the workmen, it was for the employer to adduce sufficient evidence to prove it, which he has failed to do.

19. Under Section 25(F) of the Act quoted above, the payment of notice pay and compensation as well as the notice to be sent to the Labour Commissioner are conditions precedent to the validity of retrenchment, and though the employer has denied that all the concerned workers has completed one year of service, since, as per his own admission, he had offered compensation, notice pay and leave encashment, even to those who, according to him, have not completed one year of service, we can assume that all the 5 workmen were entitled to such compensation, notice pay and leave encashment.

20. In the ruling of the Rajasthan High Court in the case of Udaipur Mineral Development Syndicate Private Limited, Bhilwara and M.P. Dave and another (1957, II LLJ 499) it was held that where the retrenchment is invalid in law, it can not be said to have terminated the relationship of employer and employee and the workman is entitled to reinstatement with continuity of services and back wages. This ruling also quotes the Supreme Court ruling in "Workmen of Suborg T. State V/s. Suborg T. State and another (1964 ILLJ 333), wherein the Supreme Court, while holding the retrenchment to be invalid for breach of the provision of Section 25(F) of the Act, has laid down as follows:

"That being so, we must hold that the retrenchment of the eight workmen, being invalid in law, cannot be said to have terminated the relationship of employer and employee between the vendee, respondent 2 and the eight workmen concerned. They are accordingly entitled to

reinstatement with continuity of service; they would also be entitled to recover their full wages for the period between the date of retrenchment and the date of their reinstatement."

21. Section 33 of the Act, which is also alleged to be contravened by the employer, is not attracted in the instant case, as the termination of service of the concerned workmen is due to retrenchment.

22. In the aforesaid premises, I answer to the reference as follows:

The action of the Management of M/s. Vaz Engineering in terminating the services of the concerned 5 workers is illegal and unjustified and, as such they are entitled to reinstatement in service with continuity and full back wages. Award accordingly. Costs of Rs. 200/- to be paid by the employer to the workmen's representative.

Dr. Renato de Noronha
Presiding Officer,
Industrial Tribunal.

Finance Department (Revenue and Control)

Order

No. 7/3/82-FIN(RC)

In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (Central Act 2 of 1899), the Lieutenant Governor of Goa,

Daman and Diu hereby authorises M/s. Automobile Corporation of Goa Ltd., Panaji (hereinafter called the 'said company') to consolidate the stamp duty chargeable under Article No. 19 of Schedule 1-A of the Indian Stamp (Goa, Daman and Diu Amendment) Act, 1968 (8 of 1969), on the share certificates issued by the said company in respect of the sale of 11,50,000 equity shares in terms of the Prospectus dated 14th January, 1982.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

Subhash V. Elekar, Under Secretary (Finance).

Panaji, 6th April, 1982.

Law Department (Establishment)

Order

No. 10/34/80-LGL

In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Central Act 2 of 1974), the Administrator of Goa, Daman and Diu hereby appoints Shri Shantaram L. Naik, Advocate, Margao as Special Public Prosecutor for the purpose of conducting cases before the Special Judge at Margao.

By order and in the name of the Administrator of Goa, Daman and Diu.

R. V. Durbhatkar Under Secretary (Law).

Panaji, 7th April, 1982.